

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PLEXICOAT AMERICA, LLC,

Plaintiff,

v.

**PPG ARCHITECTURAL
FINISHES, INC.,**

Defendant.

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**CIVIL ACTION NO.:
2:13-CV-3887-CDJ**

ORDER

AND NOW, this 21st day of March, 2014, upon consideration of Defendant, PPG Architectural Finishes, Inc.'s Motion to Dismiss Count I of Plaintiff Plexicoat America, LLC's Complaint, it is **ORDERED** that Defendant's Motion, (Doc. No. 8), is **GRANTED IN PART AND DENIED IN PART**.

The Motion is **DENIED** insofar as Count I states that Mr. Hartings falsely and fraudulently induced Plaintiff into the Agreement by representations that Mr. Hartings "possessed the authority to execute the Agreement on behalf of Defendant and, accordingly, was authorized to carry out the terms and conditions of the agreement as of the Effective Date of the Agreement." (Compl. ¶¶ 78, 80.)

The Motion is **GRANTED** in all other respects.

BY THE COURT:

/s/ C. Darnell Jones, II, J.

C. DARNELL JONES, II, J.